

CITY OF ANNISTON
August 17, 2021
5:30 P.M.

- **INVOCATION**
- **PLEDGE OF ALLEGIANCE**
- **CALL TO ORDER**
- **ROLL CALL**
- **READING/APPROVAL OF MINUTES OF PREVIOUS MEETING**
 - August 3, 2021 Regular meeting
- **ADDITIONS/DELETIONS TO THE AGENDA**
- **ADOPTION OF AGENDA**

I. PUBLIC HEARING

Speaking to a Public Hearing Item

In the interest of time and to ensure the fairness of all persons who appear before the City Council to speak for or against a public hearing item, speakers will be limited to three (3) minutes each to address City Council except as described herein. One speaker for the Petitioner may address the City Council for no more than 10 minutes, unless extended by the Mayor. In an effort help the City Council and the general public to better understand the issues, the Mayor may request that a City staff member address the City Council from the podium. Speakers from the general public may only speak when recognized by the Mayor during the public hearing. Speakers will be asked to come to the podium to address the City Council for three (3) minutes and they shall state their name and resident address for the record. Speakers addressing City Council on a public hearing item should coordinate comments in order to respect City Council's time constraints. Groups should select a spokesperson to present the major points that summarize their position and opinions. Speakers are urged to be brief and non-repetitive with their comments. Comments shall specifically address the public hearing item before the City Council, and the speaker shall maintain appropriate tone and decorum when addressing the City Council. City Council may ask questions of the applicant, speakers, or staff during these proceedings only for the purpose of clarifying information. The speaker shall not direct derogatory comments to any individual, organization, or business. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. Once the public hearing is closed on an item, there will be no further opportunity for formal or informal public input at a City Council meeting.

II. UNFINISHED BUSINESS

- (a) Resolution adopting the budget for Fiscal Year 2022**

III. CONSENT AGENDA

- (a)** Resolution authorizing reimbursements to city officials for expenses incurred while traveling away from the City.
- (b)** Motion to approve Memorandum of Understanding (MOU) between Jacksonville State University and the City of Anniston to design a Master Trail Plan (MTP) at Anniston Museum and Gardens
- (c)** Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Office Premises Only) alcohol application for YAM Business, LLC d/b/a Sparkle Mart located at 4022 Bynum Leatherwood Road in the police jurisdiction
- (d)** Motion to approve a Retail Beer (Off Premises Only) and Retail Table Wine (Office Premises Only) alcohol application for Yego Enterprises, Inc., d/b/a 431 Sunoco located at 3801 Hwy 431 N within the police jurisdiction
- (e)** Motion to approve the bid for the removing and reroofing of 1025 Gurnee Ave (formerly Moore Printing) to Brown Roofing Co. in the amount of \$94,800.00.
- (f)** Motion to approve the bid for the repair and resurfacing of the existing 6-lane red running track at the Anniston Sports Complex to Lower Bros. in the amount of \$84,000.00

IV. ADDITIONAL OR OTHER MATTERS THAT MAY COME BEFORE COUNCIL

V. PUBLIC COMMENTS

Public Comment – Speaker Protocol

The City of Anniston believes that any member of the general public should be afforded the opportunity to address the City Council provided that designated rules are followed by the speaker. Any member of the public who wishes to address the City Council and offer public comment on items within the City Council's jurisdiction, may do so during the Public Comment period of the meeting. However, no formal action will be taken on matters that are not part of the posted agenda. In order to ensure the opportunity for all those desiring to speak before the Council, there is no yielding of time to another speaker. This opportunity to address City Council may not be used to continue discussion on an agenda item that has already been held as a public hearing. Matters under negotiation, litigation, or related to personnel will not be discussed. Members of the general public who would like to address the City Council during the Public Comment portion of the meeting, may do so in accordance with the rules outlined in Ordinance 21-O-22 adopted by the City Council on November 2, 2020 as stated:

Section 12. Members of the public may address the Council or speak on matters of public concern during the period of the meeting agenda reserved for public comments, subject to the following procedures:

(a) No person shall be allowed to speak during public comments unless he or she submits a Request to Speak During Public Comments form to the Office of the City Manager no later than 3:00 P.M. on the Friday before the Council meeting. The request shall identify the speaker by name and residential address and shall specify the date of the meeting in which the speaker desires to offer public comments.

(b) The period for public comments shall be open to the **first ten (10) persons** who submit a timely request to speak during the meeting at hand.

(c) In advance of each meeting, the City Manager shall provide the Council a list of the persons authorized to speak during the period for public comments, not to exceed ten (10) persons, which shall identify the speakers in the order in which their requests were made. The presiding officer shall call on each person from the list. Once recognized, each person shall be provided no more than **three (3) minutes** to complete his or her public comments.

(d) Those persons who make a timely request, after the first ten (10) requests, shall be first on the list of persons authorized to speak during the period for public comments in the next meeting, unless he or she asks to be removed from the list.

Section 13. All comments made by members of the Council shall be restricted to the matter under consideration and shall be addressed to the presiding officer, except during the period of the meeting reserved for Council Comments. All comments made by members of the Council shall be restricted to three (3) minutes, unless the presiding officer grants exception for good cause.

Section 14. No comments shall be permitted by a member of the Council or by a member of the public that is of a disparaging nature or which would constitute a personal attack on the integrity of any member of the Council or the staff of the City.

Once the speaker has been recognized to speak, he/she should not attempt to engage the City Council and/or Staff in a discussion/dialogue and the speaker should not ask specific questions with the expectation that an immediate answer will be provided as part of the three (3) minute time frame since that is not the intent of the Public Comment period. If the speaker poses a question or makes a request of the City, the Mayor may refer the issue or request to the City Manager for follow up. At the conclusion of the three (3) minute time period, the speaker will be notified that his/her time has elapsed and the next speaker will be recognized to come forward to the podium and address the City Council. The Mayor may rule out of order any Speaker who uses abusive or indecorous language, if the subject matter does not pertain to the City of Anniston, or if the Speaker(s) attempts to engage the City Council Members in a discussion or dialogue on issues. City Council shall not discuss non-agenda matters because it does not give the public adequate notice. Accordingly, City Council shall be limited to asking factual and clarifying questions of staff, and when appropriate, the Council may consider placing a matter on a future agenda. In addition, it is not reasonable to expect staff to respond to any of a variety of issues on which they may or may not be prepared to respond to on a moment's notice, so the City Manager may respond, or direct staff to respond at a later time.

VI. COUNCIL COMMENTS

ADJOURNMENT

UNFINISHED BUSINESS

RESOLUTION NO. 21-R-___

A RESOLUTION ADOPTING THE BUDGET FOR FISCAL YEAR 2022

WHEREAS, the Code of Alabama 1975 title 45, Chapter 8A-Article 2 provides for the process, review, and adoption of an annual budget; and

WHEREAS, a public hearing on the proposed FY 2022 Annual Budget was held on August 3, 2021;

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Anniston, Alabama, as follows:

Section 1. That the budget attached hereto which each Council Member acknowledges having read and reviewed is hereby adopted as the Budget for the City of Anniston, Alabama for the Fiscal Year 2022.

Section 2. That the City Manager and the City Clerk shall certify the same as being the Budget for the City of Anniston and file the same in the office of the Director of Finance.

Section 3. That said Budget so certified shall be reproduced and sufficient copies be made available for use by all offices, departments, boards, and agencies of the City of Anniston and for use of interested persons.

PASSED AND ADOPTED this ___ day of **August 3, 2021**.

**CITY COUNCIL OF THE CITY OF
ANNISTON, ALABAMA**

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

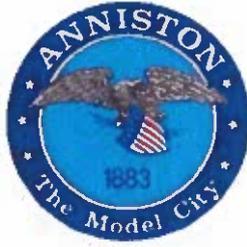
BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Millie Harris, Council Member

ATTEST:

Skyler Bass, City Clerk



CITY OF ANNISTON
P.O. Box 2168
ANNISTON, AL 36202

August 3, 2021

In accordance with the Council-Manager Act, we do hereby certify that the attached document is the legal budget of the City of Anniston for the Fiscal Year ending September 30, 2022.

City Manager

City Clerk

CONSENT AGENDA

RESOLUTION NO. 21-R-__

A RESOLUTION AUTHORIZING REIMBURSEMENTS TO CITY OFFICIALS FOR EXPENSES INCURRED WHILE TRAVELING AWAY FROM THE CITY

BE IT RESOLVED, by the City Council of the City of Anniston, Alabama, that reimbursement is made by the City of Anniston, Alabama, as follows:

- a. \$64.00 to Angie Dothard, Museum, for reimbursement while attending the America's Mart on July 17, 2021 to purchase merchandise for the gift shop.
- b. \$294.66 to Chief Nick Bowles, Police, for reimbursement while attending the Chief's Conference, August 1 - 5, 2021.

PASSED AND ADOPTED this 17th day of August, 2021

**CITY COUNCIL OF THE CITY
OF ANNISTON, ALABAMA**

BY: _____
Jack Draper, Mayor

BY: _____
Jay Jenkins, Council Member

BY: _____
Demetric Roberts, Council Member

BY: _____
Ciara Smith, Council Member

BY: _____
Mille Harris, Council Member

ATTEST:

Skyler Bass, City Clerk

**Memorandum of Understanding
Between Jacksonville State University and
The City of Anniston**

This agreement is entered into between Jacksonville State University ("JSU") and the City of Anniston (the "City") this **insert date** of _____, 2021.

RECITALS

WHEREAS, the City owns and operates the Anniston Museum and Gardens ("AM&G"), which includes land that may be utilized for natural surface recreational trails;

WHEREAS, JSU is an institution of higher learning and has an interest in its students being provided with field learning opportunities;

WHEREAS, JSU, specifically the Department of Chemistry and Geosciences, believes that AM&G's property is suitable for use as an outdoor classroom for use in its Sustainable Trail Science curriculum, which includes the study of natural surface trails that provide resistance to erosion and degradation;

WHEREAS, JSU requests that its Sustainable Trail Science faculty and students be permitted to design a Master Trail Plan ("MTP") for AM&G's property and be afforded the opportunity to participate in the planning, construction, and maintenance of sustainable natural surface trails (referred to herein as "JSU's Project");

WHEREAS, the City believes that the sustainable natural surface trails will enhance the user experience at AM&G, and the City desires to authorize JSU to use AM&G's property for JSU's Program;

WHEREFORE, premises considered, the parties agree as follows:

TERMS

1. JSU's Commitments.

a. Master Trail Plan. JSU agrees to provide a MTP for AM&G's property designated by the City for use in connection with JSU's Project. JSU's faculty and students in the Sustainable Trail Science program will create the MTP, which shall be subject to any direction or requirements that the City determines, in its sole discretion, to be appropriate under the circumstances. The City shall provide final approval for the MTP.

b. Trail Design. JSU agrees to use its faculty, students, and resources to design natural surface trails for AM&G's property, in accordance with the MTP approved by the City and its Sustainable Trail Science curriculum, which are intended to be more resistant to erosion and degradation.

c. Trail Construction and Maintenance. Subject to sufficient student resources, availability of resources, and continued approval by JSU's administration, JSU intends to use its faculty, students, student workers, interns, and resources, including materials, tools and equipment, to construct sustainable natural surface trails, as approved by the City, and to maintain such trails as are constructed through JSU's Program. Provided, however, that if JSU fails to construct or maintain the trails, the City's sole recourse shall be the termination of this Agreement.

d. JSU's Discretion. JSU's Project is dependent upon student interest and enrollment in its Sustainable Trail Science program and the continued authorization of the program by JSU's administration. JSU's retains exclusive discretion over its Sustainable Trail Science, its participation in JSU's program, and the timing, scope, and extent of its utilization of faculty, students, student workers, interns, and resources, if any, for the design, construction, and maintenance of trails on AM&G's property.

e. Participants in JSU's Program. All persons and entities participating in JSU's Program shall do as permitted by JSU, in its sole discretion, and the City shall not have or assume any responsibilities or liabilities with respect to any such persons or entities. All work and services shall be done by volunteers, and all materials, tools, and equipment shall be supplied and used by donation to the City. JSU shall be solely responsible, in all respects, for any person or entity participating in JSU's Program.

f. No Risk to the City. All activities of JSU's Program, and any design, planning, construction, and maintenance of trails by persons or entities participating in JSU's Program, shall be done at no cost or risk to the City. JSU acknowledges that this agreement is made for the convenience and benefit of JSU, its Sustainable Trail Science program and curriculum, its faculty, and its students, and the City makes no warranty or representation regarding the suitability or safety of AM&G's property for JSU's Project, or otherwise. The City assumes no responsibility for JSU's activities or the activities of the persons participating in JSU's Program.

2. City's Commitments.

a. Access to and Use of AM&G's Property. The City agrees to provide the participants in JSU's Program, including JSU's faculty and students, access to AM&G's property for use in accordance with JSU's Program. The City further provides its consent and grants JSU full permission to publicize its work at AM&G, to take photographs and videos of the same, and to feature such work in photographs, videos, or other content produced by JSU. The City retains all rights and authorities with respect to the use and control of its property, any work product provided through this agreement, and any improvements or fixtures to the land.

b. Cooperation with JSU's Program. The City agrees to cooperate with JSU and provide any necessary direction, requirements, consultation, and feedback to facilitate JSU's Program and the design, planning, construction, and maintenance of sustainable natural surface trails on the property designated by the City. For so long as JSU's Program continues and this agreement remains in effect, the City agrees not to allow any other persons or entities to construct trails that interfere with JSU's Program. When it deems appropriate, the City will

provide positive references for JSU's students who perform work and contribute to the design, construction, and maintenance of trails on AM&G's property.

c. City's Contribution. The City may contribute work, materials, tools, and equipment to aid in the construction and maintenance of trails in accordance with the MTP and to aid in JSU's Program. The City's contributions, if any, are subject to the City's available resources and shall be made in the City's sole discretion. Any work, materials, tools, and equipment provided by the City shall be without risk to JSU, and the City shall hold JSU harmless, to the fullest extent permissible by law, along with JSU's employees, officers, and insurers, from and against all damages, injuries, claims, liabilities, or expenses resulting from the City's contribution of work, materials, tools, and equipment.

d. City's Responsibility. The ultimate responsibility for the design, construction, and maintenance of any trails on AM&G's property rests exclusively with City. Upon the termination of this agreement, the City will have sole discretion with respect to any trails on the property.

3. Term.

This agreement shall take effect on the date first written above, and this agreement remain in effect until May 1, 2021, unless terminated earlier by either party by delivery of written notice thirty days in advance. This agreement shall not be modified, amended, or extended except by written agreement signed by the appropriate representatives of each party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of this date set forth herein by their duly authorized representatives.

JACKSONVILLE STATE UNIVERSITY

CITY OF ANNISTON, ALABAMA

Don Killingsworth
NAME

Steven D. Folks, Sr.
NAME

SIGNATURE

SIGNATURE

President
TITLE

City Manager
TITLE

DATE

DATE



CITY OF ANNISTON
FIRE-RESCUE DEPARTMENT
5304 McClellan Blvd Anniston, AL 36206
256-231-7650

Jack Draper
Mayor

Jeff Waldrep
Fire Chief

FIRE MARSHAL' OFFICE

Subject: Yam Business LLC

Date: 08/13/2021

To: Julie Borrelli, Finance Director

Cc: Myra Bushard, Executive Assistant

After reviewing the paperwork and inspecting the proposed business location, located at 4022 Bynum Leatherwood Rd, no issues were noted and ABC Alcohol License can be sent for approval. If you have any other questions feel free to contact me.

Thanks,

Jason Brown

Fire Marshal

Anniston Fire Department

Office: 256-231-7650

Cell: 256-282-2767

Email: jkbrown@annistonl.gov



CITY OF ANNISTON

FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: JULIE BORRELLI, FINANCE DIRECTOR
SUBJECT: YAM BUSINESS LLC
DATE: 8/11/2021
CC:

- Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only)
- Located inside the Police Jurisdiction at 4022 Bynum Leatherwood Rd, Anniston, AL 36201.
- The Police Department provided a background check which showed no criminal activity.



CITY OF ANNISTON
FIRE-RESCUE DEPARTMENT
5304 McClellan Blvd Anniston, AL 36206
256-231-7650

Jack Draper
Mayor

Jeff Waldrep
Fire Chief

FIRE MARSHAL' OFFICE

Subject: Yego Enterprises

Date: 08/13/2021

To: Julie Borrelli, Finance Director

Cc: Myra Bushard, Executive Assistant

After reviewing the paperwork and inspecting the proposed business location, located at 3801 US Hwy 431, no issues were noted and ABC Alcohol License can be sent for approval. If you have any other questions feel free to contact me.

Thanks,

Jason Brown

Fire Marshal

Anniston Fire Department

Office: 256-231-7650

Cell: 256-282-2767

Email: jkbrown@annistonl.gov



CITY OF ANNISTON

FINANCE DEPARTMENT FACT SHEET

TO: CITY COUNCIL AND CITY MANAGER
FROM: JULIE BORRELLI, FINANCE DIRECTOR
SUBJECT: YEGO ENTERPRISES INC
DATE: 8/11/2021
CC:

- ④ Formal action is required for Retail Beer (Off Premises Only) and Retail Table Wine (Off Premises Only)
- ④ Located inside the Police Jurisdiction at 3801 HWY 431 North, Anniston, AL 36206.
- ④ The Police Department provided a background check which showed no criminal activity.

FACT SHEET

SUBJECT: Evaluation of bids for the removing and re-roofing of 1025 Gurnee Ave
(formerly Moore Printing).

VENDORS SUBMITTING BIDS

Brown Roofing Co. Inc.	\$94,800.00
JB's Roofing & Construction	\$106,664.00

RECOMMENDATION: The bid for the removing and reroofing of 1025 Gurnee Ave
(formerly Moore Printing) should be award to the lowest bidder Brown Roofing Co. for
the amount of \$94,800.00.

08/02/2021

FACT SHEET

SUBJECT: Evaluation of bids for the Repair and Resurfacing the existing 6-lane red running track at the Anniston Sports Complex.

VENDORS SUBMITTING BIDS

Dynamic Sports Construction Inc.	\$90,260.00
Lower Bros. Tennis Courts	\$84,000.00

RECOMMENDATION: The bid should be awarded to Lower Bros. for the amount of \$84,000.00.